PENDLETON COUNTY FISCAL COURT

April Term, April 8th, 2008

COURT MET PURSUANT TO ADJOURNMENT With

HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE Presiding

MEMBERS PRESENT:

Bobby Fogel, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT:

None

COUNTY ATTORNEY:

Jeff Dean

Invocation was given by Squire Fogle, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting. Whereupon Squire Veirs made a motion to accept the agenda as presented, seconded by Squire Wells, motion carried.

In Re: Approval of Minutes of March 25th, 2008 Fiscal Court Meeting and April 2nd Special Called Meeting

Minutes of the March 25th, 2008 Fiscal Court meeting and the April 2nd, 2008 Special Called meeting where presented to the Court by Vicky King, Fiscal Court Clerk. Whereupon Squire Whaley made a motion to accept both sets of minutes as presented, seconded by Squire Fogle, motion carried.

In Re: Pendleton County Treasurer's Report for the month of March 2008 and the 4th quarter FY 07-08

Pendleton County Treasurer, Vicky King submitted a written report for the month of March 2008, as well as the 4th quarter of FY 2007-2008. These reports where submitted for review final determination to be made at the next regular Fiscal Court meeting.

In Re: Open Blacktop Bids

Judge Bertram informed the court that only one bid had been received for the laying of blacktop. Judge Bertram reported the Fiscal Court had a copy of the bid request and specifications.

The first and only bid was opened at 7:10 o'clock PM. That bid was received fro Mago Construction Company at seven dollars (\$7.00) per ton for laying of blacktop and one dollar twenty five cents (1.25) per gallon for SS-1h Tack Coat.

Squire Wells made a motion to accept the bid for blacktop as presented and read. Seconded by Squire Fogle, motion

carried.

Information and bid recorded as follows:

PUBLIC NOTICE BIDS

The Pendleton County Fiscal Court will open bids on Contract Paving and Emulsified Asphalt Products at it's regular meeting on April 8, 2008, at 7:00 PM at the Pendleton County Courthouse Community Room in Falmouth, KY. Bids will be accepted until 4:00 PM on April 8, 2008 and will be awarded for a period from Bid Opening until November 15, 2008. No faxed bids will be accepted and all bids shall be marked "BIDS".

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Publish March 25 and April 1

PENDLETON COUNTY FISCAL COURT INVITATION TO BID

COMMODITY: RESURFACING OF VARIOUS COUNTY ROADS

| BIDDERS NAME: |
|---------------|
| SIGNATURE: |
| FIRM/COMPANY: |
| |

IMPORTANT INSTRUCTIONS TO BIDDERS

- All materials, equipment, construction procedures and any, and or all, regulations that would pertain to a similar project let to contract by the Department of Transportation. Bureau of Highways or State of Kentucky shall apply to this project.
- All equipment (distributor, road broom, grader, rollers and self-propelled paver) shall meet the current specifications and be approved for similar projects let to contract by the Kentucky Department of Transportation and Bureau of Highways.
- 3. All cost of preparation (sweeping, cleaning, grading, etc.) shall be incidental to the cost of the mix laid.
- 4. The bituminous base/surface mix and hauling of material shall be purchased by the County at state contract hid prices and shall need the standards set forth in Section 402 and 403 of the 2001 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
- Bitaminous tack coat shall be per Section 407 of the 2001 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
- Surfacing contractor will not be required to after in any way storm and or sanitary sewer covers that
 may present at time of resurfacing.
- Quotations must be submitted on this form indicating unit price for each item bid. If applicable total
 extension and a grand total bid shall be submitted.
- It shall be the responsibility of the Contractor to include the paving of field entrances, road approaches, etc., and perform any other duties as directed by the County
- The Contractors Certified Technician shall famish the County a report covering asphalt content and graduation for all mixes land. This report shall be furnished along with normal billing documents unless requested otherwise.
- Contractor shall be on the Department of Transportation, Bureau of Highways approved and prequalified bidders list.
- 11. The successful hidder will be required to post a performence bond in the amount of (300%) One Hundred Percent of the bid. Contractor is responsible for all permits, licenses, insurance and incidentals.
- 12. The bidder shall comply with all applicable Federal, State and Local laws.
- 13. All the terms and conditions of these matractions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful bidder.

BID ITEMS

| State Zip |
|--|
| State Zin |
| THE CONTRACTOR OF THE SAME. |
| the second secon |
| TIFICATE OF ELIGIBILITY TRANSPORTATION CABINET |
| d to bid: |
| per gal. |
| per ton |
| |
| |

PENDLETON COUNTY FISCAL COURT

ANVITATION TO BID

COMMODITY: RESURFACING OF VARIOUS COUNTY ROADS

BIDDERS NAME Mago Constanction Co SIGNATURE: Philip Cours V.P/Cour mang. FIRM COMPANY Mago Constanction Co

IMPORTANT INSTRUCTIONS TO BIDDERS

- All materials, equipment, construction procedures and any, and or all, regulations that would pertain to a similar project lot to contract by the Department of Transportation, Bureau of Highways or State of Kentucky shall apply to this project.
- All equipment (distributor, road broom, grader, tollers and self-propolled paver) shall meet the current specifications and be approved for similar projects lot to contract by the Kentucky Department of Transportation and Bureau of Highways.
- 3. All cost of preparation (sweeping, cleaning, grading, etc.) shall be incidental to the cost of the mix laid.
- 4. The bituminous base/surface mix and hauling of material shall be purchased by the County at state contract bid prices and shall meet the standards set forth in Section 402 and 463 of the 2001 Edition of the Kentucky Standard Specifications for Road and Beidge Construction.
- Bituminous tack coat shall be per Section 407 of the 2001 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
- Surfacing contractor will not be required to alter in any way storm and or saintary sewer covers that
 may present at time of resurfacing.
- Quotations must be submitted on this form indicating unit price for each item bid. If applicable total
 extension and a grand total bid shall be submitted.
- It shall be the responsibility of the Contractor to include the paying of field enhances, road approaches, etc., and perform any other duties as directed by the County.
- The Contractors Certified Technician shall flumish the County a report covering asphall content and gradation for all mixes laid. This report shall be furnished along with normal billing documents unless requested otherwise.
- Contractor shall be on the Department of Transportation. Bureau of Highways approved and prequalified bidders list.
- 11. The successful bidder will be required to post a performance bond in the amount of (100°D One Plundred Percent of the bid. Contractor is responsible for all permits, licenses, insurance and incidentals.
- 12. The bidder shall comply with all applicable Federal, State and Local laws.
- 13. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful hidder.

BIDTLEMS

| Labor and equipment (including labor, equipment preparation, compact preparation, compact preparation). | nt per ton for laying uipment, all incidental ction, and shaping sub-grade; | 7 <u>00</u> per tor |
|---|---|-------------------------------|
| 2. Furnish and apply SS | -1h Tack Coat | 4 /. 25 per gal |
| KENTUCKY TRANSI | documents must be attached | |
| | etion Co | |
| By Authorized Agent | M. P. Scaned Many | |
| P.O. Box 669 Address | Brodstown | KY Aggas State Zip |
| 502. 348. 3953 Telephone Number | | APR: 1 8, 2008 |

In Re: Approval of Tool Rental Agremeent

Judge Bertram presented a copy of a tool rental agreement between the Pendleton County Fiscal Court and Jack Caldwell for the rental of tools over the past two years.

Squire Veirs made a motion to accept the tool rental agreement as presented, seconded by Squire Wells, motion carried. Information recorded as follows:

Tool Rental Agreement

| Attest | Attest |
|--|--|
| Jack Caldwell | Henry W. Bertram Pendleton County Judge Executive |
| For a total of: \$690,00 | |
| 2- 20 ft Log Chains \$50.00 | |
| 2- Tubeless Tire Tools \$50.00 | |
| Muhi Tester \$27.00 | |
| % inch Chicago Pneumatic Impact Wrench \$ | 133.00 |
| Novco Wheel Dolly \$190.00 | |
| 24 Ton Air Jack \$240.00 | |
| rendicion County fiscal Courts agrees to retools rented over the past two years: | nay Jack Caldwell the following amount (|

In Re: Approval of County Driveway Liability Release Form

Judge Bertram presented the fiscal court with a copy of a Driveway Liability Release form, discussion was held regarding the statement of address on the form and County Attorney Jeff Dean stated that a copy of this form along with a copy of a form that will state the property address and deed book and page number will be filed in the County Clerks office in the Lis Pendens book. It was agreed that Judge Bertram will change the last sentence in the 1st paragraph to read as follows: The County has agreed to permit access to the county road only if the undersigned, by executing this release, acknowledge that they, their heirs and assigns, invitees or any and all other third parties may have a limited line of sight as they enter the county road and that they will RELEASE AND HOLD HARMLESS THE COUNTY OF PENDLETON, it's agents, and employees, from any claim for loss from any person or persons, including but not limited to, the undersigned, his/her heirs and assigns or any third parties and the traveling public, as a result of said access onto ________ Boss Dunaway Road from the undersigned's private drive. County Attorney Dean stated that this release form must be signed by all parties on the deed.

A motion was made by Squire Veirs to accent the Release Form as presented and thanked the County Attorney

A motion was made by Squire Veirs to accept the Release Form as presented and thanked the County Attorney, Judge/Executive and Fiscal Court members for their consideration in this matter, seconded by Squire Wells, motion carried. Information recorded as follows:

PENDLETON COUNTY FISCAL COURT DRIVEWAY RELEASE OF LIABILITY

and RELEASES AND HOLDS HARMLESS THE COUNTY OF PENDLETON, its agents, and employees, from any claim for loss from any person or persons, including but not limited to, the undersigned, his/ her heirs, and assigns or any third parties, arising from the County's approval of the connection of the undersigned's private drive to a county road. The undersigned acknowledges that the County Road Supervisor has inspected the proposed drive and believes the traveling public has an adequate view of the drive from the county road but has some concerns regarding the line of sight for persons exiting the undersigned's property and entering the county road. The County has agreed to permit access to the county road only if the undersigned, by executing this Release, acknowledge that they, their heirs and assigns, invitees or any and all other third parties may have a limited line of sight as they enter the county road and that they will RELEASE AND HOLD HARMLESS THE COUNTY OF PENDLETON, its agents, and employees, from any claim for loss from any person or persons, including but not limited to, the undersigned, his/ her heirs, and assigns or any third parties and the traveling public, as a result of said access onto the county road from the undersigned's private drive.

The undersigned acknowledges that they have read and understand the nature and contents of this release and state that it is their express intention to release and hold harmless THE COUNTY OF PENDLETON, its agents, and employees, from any of said liabilities.

| This Release shall be binding upon the undersigned, his or her heirs and |
|--|
| assigns. |
| |
| A COPY OF THIS RELEASE ALONG WITH THE PROPERTY DESCRIPTION FROM |
| THE UNDERSIGNED'S DEED MAY BE PLACED OF RECORD IN THE OFFICE OF |
| THE PENDLETON COUNTY CLERK FOR THE PURPOSE OF GIVING NOTICE TO |
| FUTURE PURCHASERS OF THE AFFECTED PROPERTY. |
| |
| DATED THIS DAY OF, 2008 |
| |
| |
| |
| Attest: |
| |
| |

In Re: Approval placing Level 1 or Level 2 Snow Advisory procedures in the Pendleton County EOP

Judge Bertram presented a Winter Storm Travel Advisory and a Winter Travel Warning document to the Fiscal Court.

A motion was made by Squire Fogle to accept the notice as presented, seconded by Squire Whaley, motion carried.

Information recorded as follows:

WINTER STORM TRAVEL WARNING (Level 2)

To provide for the safety of the general public during times of winter storm events when normal travel may be disrupted or otherwise adversely affected, the Pendleton County Office of Emergency Management, upon consultation and recommendation from county officials such as the County Road Department Supervisor, Pendleton County Magistrates, the Sheriff and the Judge/Executive, may issue a Winter Travel Warning.

This warning will be issued to media outlets listed in the Pendleton County Emergency Operations Plan. The warning will adhere to the script below.

Travel Warning

Upon recommendation from county officials such as the County Road Department Supervisor, Pendleton County Magistrates, the County Sheriff and the Judge/Executive, the Pendleton County Office of Emergency Management has issued a travel warning for Pendleton County, Kentucky.

This travel warning is intended to notify Pendleton County residents that roadways are extremely hazardous with blowing and drifting snow or ice. Only motorists whose travel is absolutely necessary should be on the roadways. Residents are urged to contact their employer to see if they should report to work. County officials are requesting that travel in Pendleton County be limited to essential travel or emergency vehicles only.

Essential travel is defined as that travel necessitated for life sustaining means, including but not limited to; travel for medical purposes, travel for obtainment of food or water, travel for employment purposes, or travel for obtainment of heating fuel or heating sources. This travel warning is not mandatory nor is it an order declaring nonessential traffic illegal.

This travel warning will be effective until further notice (or a specific time established by officials at the time of the issuance of the travel advisory).

This travel warning will be rescinded by the Office of Emergency Management when, upon recommendation of the County Road Department Supervisor, road conditions are no longer in a dangerous or hazardous condition. Repeal of the travel warning will be issued to the media outlets listed in the Pendleton County Emergency Operations Plan.

WINTER STORM TRAVEL ADVISORY (LEVEL 1)

During times of winter storm events, when normal travel may be disrupted or otherwise adversely affected, and to provide for the safety of the general public the Pendleton County Office of Emergency Management, upon consultation and recommendation from individuals such as the County Road Department Supervisor, Pendleton County Magistrates, the Sheriff and the Judge/Executive, may issue a Winter Travel Advisory.

This advisory will be issued to media outlets listed in the Pendleton County Emergency Operations Plan. The advisory will adhere to the script below.

Travel Advisory

With the recommendation from individuals such as the County Road Department Supervisor, Pendleton County Magistrates, County Sheriff and the Judge/Executive, the Pendleton County Office of Emergency Management has issued a travel advisory for Pendleton County, Kentucky. This travel advisory is intended to notify Pendleton County residents of hazardous road conditions. Cautious driving is advised.

This travel advisory will be effective until further notice (or a specific time established by officials at the time of the issuance of the travel advisory).

(Additional related travel information may also be disseminated to the public in the body of the travel advisory.)

This travel advisory will be rescinded by the Office of Emergency Management when, upon recommendation of the County Road Department, road conditions are no longer in a dangerous or hazardous condition. Repeal of the travel advisory will be issued to the media outlets listed in the Pendleton County Emergency Operations Plan.

In Re: Exclusive Easement to Pendleton County Water District to allow access to Hwy. 177 Water Tower

County Attorney Jeff Dean presented the court with a copy of an exclusive easement issued to the Pendleton County Water District to allow them access to the Highway 177 Water Tower. A short discussion was held as to whether this was indeed an exclusive easement at which time County Attorney Dean assured the Court that it was.

Squire Whaley made a motion to accept this easement as presented, seconded by Squire Veirs, motion carried. Information recorded as follows:

EASEMENT

THIS AGREEMENT is made and entered into this the ______ day of April, 2008 by and between PENDLETON COUNTY FISCAL COURT, by Henry W. Bertram, Judge Executive, Courthouse, Falmouth, Kentucky 41040, Grantor and PENDLETON COUNTY WATER DISTRICT, PO BOX 232, Falmouth, Kentucky 41040, Grantee.

WHEREAS, Grantor owns the following described property; and

WHEREAS, Grantee owns a water tower on an adjoining parcel; and

WHEREAS, since said properties adjoin each other and the only access the

Grantee now has to its water tower is by way of the property owned by the Grantor; and

WHEREAS, the legal description of the Grantor's property is as follows:

Situated in Pendleton County, Commonwealth of Kentucky, and being a division of land lying on the north side of the Kentucky Highway #177 approximately a distance of 7500.0 feet west of the junction with the Kentucky Highway #807 and being part of an original 38.089 Acre Tract as described in Deed Book 237 at Page 331 of the Pendleton County Court Clerk's Records at the Falmouth, Kentucky Office and is owned by Ray L. Ferrell and Carolyn S. Ferrell, husband and wife, and is bound and described as follows:

Note; Unless stated otherwise, any monument referred to herein as an iron pin is a 1/2 X 24" Rebar with a yellow plastic cap stamped Johnston #1041. All bearings stated herein are referred to the magnetic meridian as observed along the north-east line of the new 0.196 acre survey and computed to be 15-06'-25" east on July 26, 2007.

computed to be 15-06'-25" east on July 26, 2007.

Beginning at an existing iron pin (Reis 2597) set at a fence corner, common to the grantor and a 7.18 acre division as described in Deed Book 193 at Page 259, Pendleton County, Kentucky Records, also being in the north right of way line of the Kentucky Highway #177, a set iron pin (Reis 2597) bears south 29-40'-02" east a distance of 40.38 feet; thence with said common line north 15-06'-25" east with an existing fence, a distance of 171.80 feet to an existing iron pin (Reis 2597) corner; thence with a new division line, north 29-09'-54" west to an iron post corner to the 0.23 acre division as described in Deed Book 224 at Page 773. Pendleton County Records; thence with said division south 28-04'-55" west with an existing fence, a distance of 100.0 feet to an iron post, corner to the grantor; thence with new division lines, south 61-55'-05" east a distance of 22.55 feet to a fence post; south 11-23'-24" east a distance of 48.69 feet to

a post set in the north right of way of the Kentucky Highway #177, thence with said right of way line, south 39-18'-18" east a distance of 31.86 feet to an existing iron pin (Reis 2597) and south 21-42'-28" east a distance of 26.18 feet to the point of beginning, containing 0.210 acres as per the attached plat.

There is excepted out of the above parcel a 0.022 acre division conveyed to the Butler and Community Volunteer Fire Department as described in Deed Book 151 at Page 244, Pendleton County, Kentucky Records.

Also conveyed with this 0.210 acre parcel is an easement where an existing underground water line leading from the tank to the main is now located and is bound and described as follows;

From the south-east corner of the existing 0.23 acre parcel as described in Deed Book 224 at Page 737, Pendleton County, Kentucky Records, north 61-55-05" west along the existing fence, common with the remaining part of the 38.089 Acre Tract as described in Deed Book 237 at Page 331, Pendleton County, Kentucky Records, a distance of 36.5 feet to a set iron pin and the real point of beginning; thence continuing with said fence, north 61-55-05" west a distance of 20.0 feet to an existing iron-pin, a new division corner; thence with a new division line south 25-24-18" west through the said 38.089 Acre Tract to an existing iron pin in the north right of way line of the Kentucky Highway #177; then thence with said right of way line, a line 35.0 feet north and paralell with the pawernent center line south 52-16'-11" east a distance of 10.23 feet and south 45-50'-37" east a distance of 10.54 feet to an existing iron pin; thence north 25-24'. 18" easts a distance of 46.07 feet through the said 38.089 Acre Tract to the point of beginning, containing 0.029 acres as per the attached plat.

The above described 0.210 acre parcel also subject to an easement to the telephone company as shown.

SOURCE OF TITLE: Being the same property conveyed to the Grantor by deed dated March 21, 2008 and of record in Deed Book 291, Page 310, of the Pendleton County Court Clerk's Office, Falmouth, Kentucky.

NOW, THEREFORE the parties agree as follows.

For and in consideration of One and no/100 Dollar (\$1.00) and other good and valuable consideration, including the mutual benefit to be derived by the parties hereto, the receipt of which is hereby acknowledged, the parties hereto acknowledge and agree that the properties noted above adjoin each other and Grantor hereby conveys an easement to Grantee for the purpose of ingress, egress and maintenance and repair.

The parties hereto further desire and agree that owners, licensees, and invitees of the Grantee shall be able to obtain access to Grantee's property by use of said easement. The parties hereto agree that neither party shall impede or interrupt the access to either property and shall permit the egress and ingress to each property.

The parties hereto shall act in a reasonable manner in all ways in the enforcement of this Agreement. This Agreement shall inure to the benefit of the parties hereto, their successors, heirs and assigns. This agreement shall be filed for recording in the Pendleton County Clerk's office

The undersigned Grantor and Grantee certify that the consideration reflected in this Easement is the full consideration.

Pendleton County Fisal Court

By: HENRY W. BERTRAM Judge Executive, Grantor

PENDLETON COUNTY WATER DISTRICT

COMMONWEALTH OF KENTUCKY

COUNTY OF PENDLETON

))SCT

The foregoing instrument was signed and sworn to before me by HENRY W BERTRAM. Judge Executive, for and on behalf of the PENDLETON COUNTY FISCAL COURT, Grantor, on this ______ day of April, 2008.

NOTARY PUBLIC, STATE AT LARGE My commission expires:

STATE OF KENTUCKY STATE OF KENTUCKY)
(SCT
COUNTY OF PENDLETON)

The foregoing instrument was signed, acknowledged and sworn to before me by of the PENDLETON COUNTY WATER DISTRICT, Grantee, on this the _____ day of April, 2008.

NOTARY PUBLIC, STATE AT LARGE My commission expires:

THIS INSTRUMENT PREPARED BY

JEFFERY B DEAN
Attorney at Law
216 West Shelby Street
Falmouth, Kentucky 41040
PENDLETON COUNTY ATTORNEY

In Re: Spay Neuter Agreement with Department of Agriculture

Judge Bertram presented the court with a copy of a Spay Neuter Grant Agreement from the Department of Agriculture. Squire Wells made a motion to approve signing this agreement, seconded by Squire Whaley, motion carried. Information recorded as follows:

Richie Farmer Commissioner



Capitol Plaza Tower, 2th Floor 500 Mero Street Frankfort, KY 40601 Phone: (502) 564-4696 Fax: (502) 564-2133

Kentucky Department of Agriculture A Consumer Protection and Service Agency

March 20, 2008

Henry W. Bertram, County Judge Executive Pendleton County Fiscal Court 233 Main Street Falmouth, KY 41040

Dear Judge Bertram

The Animal Control Advisory Board Spay/Neuter Kentucky Program is pleased to advise that a grant in the amount of \$1,000 has been awarded to your organization for funding of spay/neuter services as described in your application.

In accepting this grant, you agree to the following requirements:

In accepting this grant, you agree to comply with reporting requirements listed on the enclosed Grant Agreement and Reporting Requirements, including compliance with the expenditure reporting dates of June 30, 2008 and Dec. 31, 2008. You further agree to apply for an extension if all funds have not been expended and reported by Dec. 31, 2008. Your request for extension <u>must</u> accompany your Dec. 31 Expenditure Report.

The report must be accompanied by the expenditure report which is attached and also available on the KDA website. No future grants to your organization will be considered without submission of all 3 components of the reporting for this grant. The expenditure report is required, and may be used to meet all 3 requirements if submitted properly. Directions on completing the form are attached.

In your use of these funds, please keep in mind the basic goal of the Spay/Neuter Kentucky Program is to provide assistance to pet owners or caretakers who could not otherwise afford these procedures.

The need for low-cost spay/neuter assistance programs throughout the state has been demonstrated by the number of grant applications doubling in the last two years. In 2006 31 grant awards were given, 54 in 2006, and 68 this round. Average cost of procedure has been \$37, with the range being \$10-\$70. Unfortunately, because program funds have not increased, no organizations could be granted the maximum \$5,000 request.

Spay Neuter Grant Award Letter Page 1 of 1



Kentucký

At this time, we are asking all recipients to belp us maintain and improve Spay/Neuter Kentucky in three ways. (1) Make the most of your grant by using it efficiently and in a timely fashion. For example, negotiate with your local veterinarians for fees which allow you to help more pet owners, and keep close track of funds remaining. (2) The ACAB encourages and promotes purchase and renewal of Spay/Neuter Kentucky license plates. Currently, it takes approximately three new or renewed Spay/Neuter Kentucky plates to cover the average cost of surgery for one animal. (3) Please be aware that donations to the Animal Control Advisory Board Spay/Neuter program are permitted. Promotional posters will soon be available from the KDA Public Relations Dept. Please check the website, www.kyagr.com.

Your efforts to make spay/neuter surgery more accessible are appreciated, and we are glad to assist you with the important service you provide your community. A grant agreement is enclosed for your signature. Please sign and return to me at your earliest convenience.

Congratulations and best wishes.

Sincerely.

Je Joyce Parman

Spay Neuter Grant Award Letter Page 2 of 2

FY08 Grant: Spay-Neuter KDA Account: 1305 -WFL0 -GWFBZ3 Page 1 of 4

COMMONWEALTH OF KENTUCKY DEPARTMENT OF AGRICULTURE AND PENDLETON COUNTY ANIMAL CONTROL GRANT AGREEMENT

This Agreement, made and entered into this ______ day of March, 2008, between the Kentucky Department of Agriculture, hereinafter "the Grantor", and Pendleton County Animal Control, hereinafter "the Grantee"; with the terms of said agreement set forth as follows:

Whereas, the Animal Control Advisory Board was established to create and support statewide programs related to animal control and care in Kentucky counties; and

Whereas, the Animal Control and Care Fund was created to provide funds for statewide animal control and care programs; and

Whereas, the Animal Control Advisory Board developed a Spay/Neuter Kentucky Program for distribution of grant funds to governmental agencies and non-profit organizations for dispersal of funds for spay/neuter services and has approved said grants for funding; and

Whereas, Grantee has submitted a grant application for funds to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures and will accept this grant for that purpose, said grant being subject to the terms and conditions set out herein; and

Whereas, KRS 258.119 authorizes the Animal Control Advisory Board to expend funds.

NOW, THEREFORE, the parties agree as follows:

- 1. The Grantor shall provide a grant to Grantee in the amount of One Thousand Dollars (\$1,000) to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures.
- 2. The Grantee agrees to receive the funds described herein and to expend such funds to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures.
- 3. The Grantee shall provide to the Grantor the prescribed expenditure report with a full accounting of expenditures relating to this grant within sixty (30) days after the last expenditure, or by the end of the term of this grant. Any and all unused funds shall be returned to the Grantor within this same time period. Failure to timely submit the report on the prescribed report form shall be considered a breach of this Agreement and may result in a demand for reimbursement of

FY08 Grant: Spay/Neuter KDA Account: 1305 --WFL0 --GWF023 Page 2 Of 4

all grant funds to Grantor. The report shall be mailed or delivered to: Kentucky Department of Agriculture, 500 Mero Street, 7th Floor, Frankfort, Kentucky 40601. Attn: Joyce Parman.

- 4. This Agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and the contract has been filed with the Government Contract Review Committee in accordance with KRS 45A.690-725. This Agreement shall expire June 30, 2008.
- 5. At the expiration of its initial term, this Agreement shall be automatically renewed from July 1, 2008 through December 31, 2008 if it is in the best interests of the Commonwealth to do so, subject to prior approval from the Secretary of the Finance and Administration Cabinet and filing with the Government Contract Review Committee in accordance with KRS 45A.690-725, and contingent upon available funding by the General Assembly.
- 6. Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.
- 7. The Grantee agrees that, at any time this Agreement or any renewals of it shall be in effect, if funds are not appropriated to the Grantor or are not otherwise available for the purpose of making payments, the Grantor shall be authorized, upon thirty (30) days written notice to the Grantee, to terminate this contract. Such termination shall be without any other obligation or liability on the part of the Grantor.
- Either party may cancel this Agreement at any time for cause or may cancel without cause upon 30 days written notice.
- 9. The Grantor does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.
- 10. The Grantee agrees not to discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services under this Agreement.
- 11. The Grantee shall be considered a Contractor as defined in KRS 45A.030 (9), and agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject

FY98 Grant: Spay/Neuter KDA Account: 1305 =WFL0 --GWF023 Page 3 Of 4

to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

12. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this agreement, shall be filed in the Franklin County Circuit Court.

| EYUR Grain: Spay-Neutor KDA Neomin: 1308—WFLO GWF023 Page 4 Of 4 | |
|--|--|
| AGREED: | |
| Kentucky Department of Agriculture | Pendleton County Animal Contro |
| Richie Farmer, Commissioner | The Honorable Henry W. Bertran County Judge Executive Pendleton County Fiscal Count 2.33 Main Street Room 4 Falmouth, KY 41040 |
| Examined: | ID Tax # Tax Status (Check One) Individual Sole Proprietorship Partnership Estate/Trust Corporation Public Service Corporation Government/Non-Profit |

Kentucky Department of Agriculture Kentucky Spay/Neuter Grant

GRANT EXPENDITURE REPORT FORM

Accountability for state funding is essential, and the Animal Control Advisory Board is obligated to review reports for appropriate use of funds. Our reporting form is designed to facilitate this review, as well as to allow us to easily gather data which will guide us in development and administration of future programs. We have 3 separate reporting requirements, though all three requirements may be met using the form provided on the website.

REPORTING REQUIREMENTS:

Nicole T. Liberto, Legal Counsel

- (1) KDA Spay/Neuter Kentucky Expenditure Report. All agencies and organizations, without exception, are required to use this form. Make as many copies as needed, or download the Excel form from the www.kyagr.com/site. The program will automatically tally your entries.
- (2) Confirmation by the veterinarian that the specific animals listed on the report received surgery. This can be the Expenditure Report itself. if signed by the vet, or a statement/invoice which identifies the animals in some way. For example, if the veterinarian who performs the surgeries does not issue an invoice, but uses the redeemed vouchers to bill you, simply have the veterinarian sign the Expenditure Report which you have prepared. DO NOT SEND COPIES OF VOUCHERS TO THE KDA! Keep the vouchers in your records for one year from date of issue.
- (3) Proof of payment. This can also be the Expenditure Report itself if signed by the vet. If you operate your own clinic and employee the veterinarian, you will need to show you have used funds on spay/neuter expenses by including proof of payment for clinic expenses such as surgical supplies or veterinary and technician wages.

Other acceptable proof of payment: front and back of cancelled check or bank statement images of checks, or veterinarian/clinic statement showing payment, or a signed receipt from veterinarian. The amount should correspond to the statement or invoice listing surgeries on specific animals identified on your Expenditure Report, though in many cases the amount paid to the veterinarian will be greater than the cost of spay/neuter surgeries because of other services provided. Check records or stubs, surgery schedules, and checks copied front only, are NOT proof of payment.

The KDA Spay/Neuter Kentucky Expenditure Report is required to be submitted using form from the website. Please note all three (3) reporting requirements may be met using this form if signed by the vet.

The task of reporting is greatly simplified if forms are kept on hand and filled out when youthers are issued, or at each clinic, or when each veterinarian's invoice or

statement is received and paid. Waiting until there are months of bills and information to process will make reporting difficult and time-consuming.

If you have ANY questions, please call Joyce Parman at 502-564-4696, Ext. 264, or email joyce.parman@ky.gov. Mail reports and other required information to: Kentucky Dept. of Agriculture, 500 Mero Street, Seventh Floor, Frankfort, KY 40601, Attn. Joyce Parman.

EXPENDATURE REPORTING DATES: June 30, 2008, and again on December 31, 2008. Any request for an extension of time to spend the grant award <u>must</u> accompany your Dec. 31 Expenditure Report. Failure to follow reporting requirements may lead to grant ineligibility for the next round of funding.

In Re: Phillip Hart Ambulance Discussion

Judge Bertram stated that Phillip Hart would like to discuss the possibility of adding a second full time ambulance crew to operate ambulance 2. Phillip Hart stated that he could add one additional full time employee instead of two and this would give him three (3) EMT's and one (1) medic twenty-four hours a day. When there is an ambulance call all four would go out and if it is an ALS run two (2) EMT'S would return to the ambulance quarters and be prepared for another run, if it where a BLS run then the medic and one (1) EMT would return to quarters at which time the ambulance tones would bed set off requesting coverage for Ambulance 2. The first crew member to respond would be paid a set amount to be on call and then would be paid an additional amount if they did indeed have to make an ambulance run. Mr. Hart stated that in order for this to work there would need to be an addition made to the ambulance quarters to accommodate this additional employee. Mr. Hart estimated that he did not a dollar amount to add this employee and he would come up with an estimate and get back to court at a later date.

This was for informational purposes only and no action was taken.

In Re: Budget Account Transfers

Judge Bertram presented and read the Budget Account Transfers. Whereupon a motion was made by Squire Wells, seconded by Squire Fogle, carried, that the following Budget Account Transfers by accepted as presented. Transfers recorded as follows:

PENDLETON COUNTY FISCAL COURT TUESDAY APRIL 8, 2008 7:00 PM

COURT ORDER TRANSFERS

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Wells, seconded by Squire Veirs, carried the following claims be allowed and paid out of the following funds.

Pendleton County Fiscal Court Voucher Claims Register General Fund From: 04/08/2008 To: 04/08/2008

| Batch Account No. | Account Name | Invoice | P O Ma | Claim Description | |
|----------------------|-------------------------------|--|--------------------|--|------------|
| Voucher No. 10-5005 | Vendor DONNA ROSE | DONNA ROSE COMPANY | 7.0.10 | | Amount |
| 10-0108 01-5010-446 | CO CLERK OFFICE SUPPLIES | 3805 | 017947 | Voucher Date | 04/08/2008 |
| | Printed On Check G10033 | | 017547 | RECORD BOOKS & RECORDING MATERIAL | 717 0 |
| Voucher No. 10-5008 | Vendor HENRY BERT | HENRY BERTRAM | | Voucher Totals | 717.00 |
| 10-0108 01-5025-499- | OTHER SUPPLIES | The state of the s | 017885 | Voucher Date | 04/08/2008 |
| | Printed On Check 019934 | | 017889 | REIMBURSEMENT LUNCH FRANKFORT TRIP | 18 0 |
| Youcher No. 10-5007 | Vendor PVA | PENOLETON PROPERTY VALL | LE TIGHT & THE AND | Voucher Totals | 18 0 |
| 10-0108 01-5030-367- | P V.A. STATUTORY CONTRIBUTIO | N | | | 04/00/2008 |
| | Printed On Check 010035 | | (117888 | 4TH QUARTER FY 07-08 CONTRIBUTION | 6.396 25 |
| Youcher No. 10-5008 | Vendor KACTFO | KY ASSOC. OF CO. TREAS. FIR | | Voscher Totels | 5,396.25 |
| 10-0108 01-5040-589- | REGISTRATIONS & CONFERENCE | C TANADOC. OF CO. THEKS. FIF | | | 04/98/2008 |
| | Printed On Check 010036 | ., | 017852 | 2008 KACTFO ANNUAL DUES | 50 00 |
| Voucher No. 10-5009 | Vendur ESAS | ELECTION SYSTEMS & SOFTW | | Voucher Totals | 50.00 |
| 10-0108 01-5065-565- | ELECTION PRINTING | 869367 | | Voucher Date | 04/08/2008 |
| | Printed On Check 910037 | 669367 | 017884 | MAY PRIMARY LAY OUT CHARGE | 50 DC |
| Voucher No. 10-5010 | Verkta INDUSTRIAL | PENDLETON CO INDUSTRIAL | | Voucher Totale | 80.00 |
| 10-0108 01-5075-507- | ECONOMIC DEVELOPMENT CONT | OHD (TWO) | | Voucher Date | 04/08/2008 |
| | Printed On Check 010038 | ALBO FION | 017889 | 4TH QUARTER FY 07-08 CONTRIBUTION | 5,250 OC |
| Vocatier No. 10-5011 | Vendor ARAMARK | ARAMARK UNIFORM SERVICE | | Voucher Totale | 6,250.00 |
| 10-0108 01-5080-411. | CUSTODIAL SUPPLIES | ALLANDEN SERVICE | | Voucher Date | 04/08/2008 |
| 10-0108 D1-5086-411- | CUSTODIAL SUPPLIES ANNEX BLD | vc | 017799 | MAT RENTAL MARCH COURTHOUSE | 379 35 |
| | Printed On Check 010039 | 7.3 . | 017799 | MAT RENTAL ANNEX BLDG | 84.05 |
| Voucher No. 10-5012 | Vendor COOPER | COOPER WHOLESALE, INC. | | Voucher Totals | 463.40 |
| 10-0108 01-5080-411- | CUSTODIAL SUPPLIES | | | Voucher Date | 04/08/2008 |
| 0-0108 01-8210-468- | RECYCLING & LANDFILL SUPPLIES | 76491 | | CUSTODIAL SUPPLIES | 175 41 |
| | Printed Dr. Check 010040 | 76341 | 017846 | GARBAGE BAGS FOR ROAD SIDE CLEAN-UP | 367.80 |
| Voucher No. 10-5013 | Vendor CONRAD | COMPAN MARONALES | | Voucher Totals | 543.21 |
| 0-0108 01-5080-499 | COURTHOUSE - OTHER SUPPLIES | CONRAD HARDWARE AND FUI | | Voucher Date | 04/08/2008 |
| 10-0109 01-5295-493- | ANIMAL FOOD AND SUPPLIES | | | MARCH CUSTODIAL SUPPLIES | 37 52 |
| | Printed On Check 010041 | | 017821 | MARCH KENNEL SUPPLIES | 86 96 |
| Voucher No. 10-5014 | Vendor D-C ELEVAT | D.C. E. E. C. TOP DOLLER | | Voucher Totals | 104,45 |
| 0-0108 D1-5080-571- | COURTHOUSE RENEWALS & REPA | D-C ELEVATOR COMPANY INC | | Yougher Date | 04/08/2008 |
| | Printed On Chack @10042 | C7111 | 017900 | ELEVATOR MAINTENANCE COURTHOUSE | 80.25 |
| Voucher No. 10-5015 | | IOU COCKET | | Voucher Totals | 80.25 |
| 0-0108 01-5085-441- | CO PROPERTIES - MACHINERY&E | JON GOSNEY - ELECTRICAL SI | | Vouche Dete | 04/08/2008 |
| | Printed On Check 010043 | COPMENT | 017864 | QUARTERLY MAINTENANCE ON RADIO TOWER BUILDINGS | 240 00 |
| | THE SHORE CHANGE | | | Voucher Totals | 240.00 |

Pendleton County Fiscal Court

Voucher Claims Register

General Fund From: 04/08/2008 To: 04/08/2008

| Voucher No. 10-5018 | Account Name | Invoice | P.O. No | Claim Description | Amouni |
|---------------------------------------|---|---------------------------|------------|---|--|
| 10-0108 01 5085-441- | Vendor MOBILCOM | MOBILCOMM INC | | Voucher Date | |
| 0100 010000-441 | CO. PROPERTIES - MACHINERY & Printed On Check 010044 | QUIPMENT 899298 | 017862 | MARCH MAINTENANCE CONTRACT CO PROPERTIES | 76 21 |
| Voucher No. 10-5017 | Vendor MOSILCOM | | | Voucher Totals | 76.20 |
| 0-0108 01-5085-571- | | MOBILCOMM INC | | Voucher Date | |
| | CO PROPERTIES - RENEWALS & R Printed On Check 810045 | EPAIRS 699528 | 017864 | REPAIRED CROOKED ANTENNA ON TOWER | 701 9 |
| Voucher No. 10-5018 | | | | | 701.0 |
| 0-0108 01-5085-571- | Verious TOWN&COUNT | TOWN & COUNTRY FLOORS, IN | NC. | Voucher Date | |
| 0.40 00003-37 [- | CO PROPERTIES - RENEWALS & R Printed On Check 010048 | EPAIRS | 017885 | CARPET IN THE SHERIFF'S OFFICE | 2.381 0 |
| Voucher No. 10-5019 | | | | Voucher Totals | 2,381.0 |
| 0-0108 01-5085-571- | Vendor LUCAS | WILLIAM LUCAS | | Voucher Date | |
| 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | CO PROPERTIES - RENEWALS & P Printed On Check 010047 | EPAIRS | 017887 | CLIMB TOWER REPLACE BULB. REMOVE RAIN GAUGE | 325 O |
| Voucher No. 10-5020 | | | | Voucher Totals | 325.00 |
| 9-0109 01-5203-385- | Verdor PCVH VETERINARY SERVICE | PENDLETON COUNTY VETERIN | MARY HOSP. | Voucher Date | |
| | | | 017880 | EUTHANASIA, RABIES SHOTS, DRUGS | 313 0 |
| Voucher No. 10-5021 | Printed On Check 610048 | | | Vounter Totale | 313.00 |
| 0-0108 01-5205-403- | Vender GREATIVE | MICHELE HAMILTON-CREATIVE | COMPUTER | Vtrucher Date | Commence of the Commence of th |
| 0-0108 01-5205-403- | ANIMAL FOOD AND SUPPLIES | 811 | 017894 | COMPUTER MAINTENANCE | ······································ |
| Voucher No. 10-6022 | Printed On Check 610049 | | | Voucher Totals | 80 00 80 00 |
| | Vendor STIGLER | STIGLER SUPPLY CO. | | | |
| 0-0108 D1-5205-403- | ANIMAL FOOD AND SUPPLIES | 977894-00 | 01785G | 3 CASES PINE QUAT Voucher Date | |
| | Printed On Check 010950 | | | Voucher Totals | 211 50 |
| Voucher No. 10 5023 | Vendor BARNES | BARNES HARDWARE AND LUM | BER | | 211.50 |
| 0-0108 01-5205-403 | ANIMAL FOOD AND SUPPLIES | | | SUPPLIES FOR ANIMAL SHELTER Voucher Opto | |
| | Printed On Check 010051 | | | | 62.56 |
| Voucher No. 10-5024 | Vendor GARYMAXWEL | GARY MAXWELL | | Voucher Totals | 62.56 |
| 0-0108 01-5205-574 | ANIMAL CONTROL TRAINING | | G17801 | Voucher Data | C4/08/2(X)8 |
| | Printed On Check 010052 | | 011991 | REIMBURSEMENT FOR TRAINING EXPENSES | 37.22 |
| Voucher No. 10-5025 | Vendor PAULTUEMLE | PAUL TUEMLER LP GAS | | Voucher Totals | 37.22 |
| 0-0108 01-5205-578- | DOG KENNEL UTILITIES | 109232 | (14.20.40 | Vocicher Date | 04/08/2008 |
| | Printed On Check 010053 | 153232 | 017612 | FEBRUARY GAS CHARGES ANIMAL SHELTER | 812.50 |
| Vouclier No. 10-5026 | Vender EDWARDS | FRED EDWARDS | | Vouctier Totals | 812.50 |
| 0-0106 01-5210-445- | OFFICE SUPPLIES SOLID WASTE | TALDEBITARDS | | Voucher Date | 04/08/2008 |
| | Printed On Check 010054 | | 017875 | REIMBURSEMENT FOR POSTAGE | 5.96 |
| Voucher No. 10-5027 | | PCHS BASEBALL BOOSTERS | | Voucher Tritels | 5.96 |
| 0-0108 01-5215-368- | SOLID WASTE CONTRACTED SERV | ICES | | Voucher Date | D4/08/2008 |
| | Printed On Check 010055 | ioeg | 017848 | LITTER ABATEMENT CLEANUP 5 MILES | 500 00 |
| | Sheck offoss | | | Voucher Totals | \$00.00 |

Pendleton County Fiscal Court Voucher Claims Register General Fund From: 04/08/2008 To: 04/08/2008

| Batch | | runt No. | Account Name | | Invoice | P.O. No | Cleim Description | |
|---------|----------------|----------|----------------|---|-------------------------------|---------|--|------------|
| | | 10-5028 | Vendor | PCHS80YSSO | PCHS BOYS SOCCER | | | Amount |
| 10-0108 | 01-52 | 5-366 | SOLID WASTE CO | | /ICES | 017895 | LITTER ABATEMENT CLEANUP 11 MILES | |
| | | | Printed On Che | | | | Voucher Totals | 1,100 00 |
| | | 10-5029 | Vendor | PCHS GIRLS | PCHS GIRLS BASKETBALL BOOST | ERS | | |
| 10-0108 | 01-52 | 5-366 | SOLID WASTE CO | NTRACTED SERV | /ICES | | LITTER ABATEMENT CLEANUP 10 MILES | 04/08/2008 |
| | | | Printed On Chi | BCK 016K257 | | 0000 | · | 1.000 00 |
| Vouche | · No. | 10-5030 | Vendor | PCHS STUDE | PCHS STUDENT COUNCIL | | Voucher Totals | 1,000,00 |
| 10-0156 | 01-521 | 5-366- | SOLIO WASTE CO | NTRACTED SERV | /ICES | 017807 | LITTER ABATEMENT CLEANUP 6 MILES | 04/08/2008 |
| | | | Printed On Che | BCK 010058 | | 017095 | | 600 00 |
| Vauche | *********** | 10-5031 | Vendor | PSMS-CHEER | PHILLIP SHARP MIDDLE SCHOOL | CHEERLE | ADERS | 800.00 |
| 10-0198 | 01-521 | 5-366 | SOLID WASTE CO | NTRACTED SERV | ICES | | LITTER ABATEMENT CLEANUP 7 MILES | |
| | 1184 - Managar | | Printed On Che | | | vb0a | | 700.09 |
| Vouche | r No. | 10-5032 | Vendor | BOYSC109 | BOY SCOUT TROOP 109 | | Voucher Totals | 700.00 |
| 10-0168 | 01-521 | 5-366 | SOLID WASTE CO | NTRACTED SERV | ICES | 017500 | LITTER ABATEMENT CLEANUP 3 MILES | D4/08/2008 |
| | | | Printed On Chr | eck 010060 | | 011309 | Woucher Totals | 300 00 |
| | | 10-5033 | Vendor | PLEASANTHI | PLEASANT HILL CHRISTIAN CHUR | CH | | 300.06 |
| 10-0108 | 01-521 | 5-368 | SOUD WASTE CO | NTRACTED SERV | ICES | | LITTER ABATEMENT CLEANUP 5.3 MILES | 04/08/2008 |
| | | | Printed On Che | eck 010061 | | 0.7500 | | 530 00 |
| Vouche | No. | 10-5034 | Vendor | KNOXVILLE | KNOXVILLE CHRISTIAN CHURCH | | Voucher Totals | 530.06 |
| 10-0108 | 01-521 | 5-366- | SOLID WASTE CO | NTRACTED SERV | ICES | 017883 | Voucher Date LITTER ABATEMENT CLEANUP 10 MILES | |
| | | | Printed On Che | rck 010082 | | 017665 | | 1,000 00 |
| Vouche | No. | 10-5035 | Vende: | STVINCENT | ST. VINCENT DE PAUL COMMUNIT | Y DUADA | Voucher Totals | 1,000.00 |
| 10-0108 | 01-533 | 0-489- | GENERAL CHARIT | Y - RED CROSS | OPS CRT 2024 | | | 04/08/2008 |
| | | | Printed On Che | | 2024 | 017677 | OUTREACH FUEL CHARGE JAN-MARCH 2008 | 60.00 |
| Vouche | No. | 10-5036 | Vandor | RECREATION | COMMUNITY RECREATION COMM | 100101 | Voucher Totals | 80.00 |
| 10-0108 | U1-54U | 5-467- | RECREATION PRO | GRAM SUPPLIES | A FOURT | | Voucher Date | 04/08/2008 |
| | | | Printed On Che | | a agon i | 017849 | ATHLETIC PARK LIGHTING PROJECT - ADF FUNDS | 9.050.00 |
| Vouche | No. | 10-5037 | Vendor | GENEKEARNS | GENE KEARNS | | Voucher Totals | ●,050.00 |
| 19-0108 | 01-542 | 0-507- | TOURISM CONTRI | | | 043854 | Vouther Date | 04/08/2008 |
| | | | Printed On One | | | 01/851 | REIMBURSEMENT FOR TRAVEL TO FRANKFORT | 47.30 |
| Vouche | No. | 10-5038 | | | THE FALMOUTH OUTLOOK | | Voucher Totals | 47.30 |
| 10-0106 | | | LEGAL FEES | TAL DUTLOU | 204 | | Voucher Date | 04/08/2008 |
| | | | Printed On Che | ack 010068 | 204 | 817878 | MARCH LEGAL ADS | 815.40 |
| Vouche | Na. | 10-5039 | Vendor | | MEDICAL CLASSIC ACCUSTACION A | | Voucher Totals | 615.40 |
| 0-0108 | | | OTHER CONTRAC | | MEDICAL CLAIMS ASSISTANCE, IN | | Voucher Date | 04/08/2008 |
| | 210 | | Printed On Che | | | 317817 | MARCH AMBULANCE BILLINGS 8% COLLECTED | 2.217 47 |
| | | | Fished On Che | eck through | | | Vroucher Fotals | 2,217.47 |
| | | | | ~ | | | 35 Vouchers Printed Totalling | 37,829.70 |

Pendleton County Fiscal Court Voucher Claims Register Road Fund From: 04/08/2008 7o: 04/08/2008

| Voucher No. | unt No. | Account Name | Invoice | P.O. No. | . Claim Description | Amount |
|---------------------|-----------------|-------------------------|------------------------------|----------|--|----------------------|
| 0-0208 02-610 | | Vendor HILLTOP | HILLTOP STONE LLC | | Voucher D | |
| 0.0200 05-010 | 5-4U9- | CRUSHED STONE & GRAVEL | | 023047 | | |
| Voucher No. | 10 5041 | Printed On Check 005154 | | | Voucher Totals | 368 3- 366 3- |
| 0.0208 02-610 | | Vendor REIS | REIS CONCRETE PRODUCTS INC | | Voucher D | |
| 0.0200 02.010 | 3-#4?·· | ROAD MATERIALS | | 023059 | CONCRETE FAIRVIEW ROAD | 401.0 |
| Voucher No. | 10 5040 | Printed On Check 005155 | | | Voucher Totals | 401.00 |
| 10-0208 02-610 | | Vendor NAPA | CARSON AUTO & TRACTOR SUPPI | LY, INC. | Voucher D. | |
| 02-010 | D-44/- | ROAD MATERIALS | | 023022 | MARCH PARTS AND SUPPLIES | |
| Voucher No. | 40 5040 | Printed On Check 005156 | | | Voucher Totals | 102.54 102.54 |
| 0.0208 02-610 | | Vendor ANDER EQU | ANDERSON'S EQUIPMENT CO. | | Voucher D | |
| 0.0200 02-010 | 3-44/- | ROAD MATERIALS | | 023029 | MARCH PARTS AND SUPPLIES | 2.1.04.000 |
| Voucher No. | 10 5044 | Printed On Check 005157 | | | Vouchur Totals | 408.99 |
| 0-0206 02-810 | | Vendor BARNES | BARNES HARDWARE AND LUMBER | ₹ | Voucher D | |
| 0.0500 05-010 | 0-44/- | ROAD MATERIALS | | 023018 | ROAD MATERIALS | |
| Managhar Ma | 10 50 15 | Printed On Check 085158 | | | Voucher Totals | 66 93 68.93 |
| Voucher No. | | Vendor ENGLISHFO | RON ENGLISH / ENGLISH FOUNDA | TIONS | Voucher D | |
| 0-0208 02-610 | 5- 4 47- | ROAD MATERIALS | | 023060 | LABOR - COMBINATION FOOTER FAIRVIEW ROAD | |
| Voucher No. | 40 80 | Printed On Check 005159 | | | Voucher Totals | 2,200.00 2,200.00 |
| | 10-5046 | Vendor KY MOTOR | KENTUCKY MOTOR SERVICE FALM | HTUON | Voucher Dr | |
| 0-0208 02-610 | 5-44/- | ROAD MATERIALS | | 023044 | ROAD MATERIALS | |
| Manager Alex | | Printed On Check 005180 | | | Voucher Totals | 192.05 192.05 |
| Voucher No. | | Vendor SURPLUS | KENTUCKY STATE TREASURER | | Voucher Dr | |
| 0-0208 02-610 | 5-447- | ROAD MATERIALS | | 023055 | RIDING LAWN MOWER | |
| Management | | Printed On Check 005181 | | | Voucher Totals | 500 00 |
| Voucher No. | | Vendor HOLT | HOLT EQUIPMENT COMPANY, LLC | | Voucher Dr | |
| 0-0298 02-6109 | 5-447- | ROAD MATERIALS | | 023054 | ROAD MATERIALS | |
| Management | | Printed On Check 005162 | | | Voucher Totals | 24.12 24.12 |
| Voucher No. | | Vendor MOBILCOM | MOBILCOMM INC | | Voucher Dr | |
| 0.0208 02-610 | 5-447- | ROAD MATERIALS | 699296 | 023053 | APRIL RADIO SERVICE CONTRACT CO BARN | |
| | | Printed On Check 005183 | | | Voucher Totals | 105.00 |
| Voucher No. | | Vendor CLAY CLIFF | CLAY CLIFFORD | | Voucher Dr | |
| 0-0208 02-6108 | 5-447. | HOAD MATERIALS | | 023050 | COUNTY BARN FLAG POLE ILLUMINATION | 169 91 |
| Mary and the second | 46 400 | Printed On Check 005164 | | | Voucher Totals | 169.91 |
| Voucher No. | | Veixlor HALL SIGNS | HALL SIGNS INC. | | Voucher D | |
| 0-0208 02-810 | D-947- | ROAD MATERIALS | | 023008 | MARCH ROAD SIGNS | 579.50 |
| | | Printed On Check 995165 | | | Voucher Totals | 579.59 579.59 |

Pege No 1

Pendleton County Fiscal Court Voucher Claims Register Road Fund From: 04/08/2008 To: 04/08/2008

| Batch Account No. | Account Name | Involce | B O M- | At 1 | | |
|---------------------|--------------------------|------------------------------|----------|--------------------------|-------------------------|------------|
| Voucher No. 10-5052 | Version KAFFENENBU | KAFFENBARGER TRUCK EQUIPM | F.U. NO. | Claim Description | | Amount |
| 0-0208 02-8105-447- | ROAD MATERIALS | TO A T ENDANGER TROCK EQUIPM | | | Vaucher Dete | 04/98/2008 |
| | Printed Dr. Check 005166 | | 023049 | PARTS | | 62 00 |
| Voucher No. 19-5053 | Vendor FAB-N-WELD | FAB-N-WELD | | | Voucher Totals | 62.DD |
| 0-0208 02-8105-447- | ROAD MATERIALS | | | | Voucher Date | 04/08/2008 |
| | Printed Dn Check 005167 | 8030 | 073067 | ROAD MATERIAL | | 120 00 |
| Voucher No. 10-5054 | Vendor WYATES | WYATTS SUPERVALU | | | Voucher Totals | 120.00 |
| 0-0298 02-8105-447 | ROAD MATERIALS | WIAN S SOF ERVALD | | | Voucher Date | 04/08/2008 |
| | Printed On Check 005168 | | 022984 | ROAD MATERIALS | | 51.73 |
| Vaucher No 10-5055 | Verdor ACE | FALMOUTH ACE HARDWARE | | | Voucher Totals | 61.73 |
| 0-0208 02-0105-447- | ROAD MATERIALS | THEROOTH ACE HARDWARE | | | Voucher Date | 04/08/2008 |
| | Printed On Check 935169 | | 023012 | MARCH PARTS AND SUPPLIES | | 252.62 |
| Voucher No. 10-5056 | Vendor FLEETONE | FLEETONE LLC | | | Voucher Totals | 252.62 |
| 0-0205 02-6105-455 | PETROLEUM PRODUCTS | FEEE - ONE LEC | | | Voucher Date | 04/08/2008 |
| | Printed Do Check 005170 | | 023061 | MARCH PETROLEUM PRODUCTS | | 5,771,90 |
| | | | | | Voucher Totals | 5,771.90 |
| | | | | 17 Vau | chers Printed Totalling | 11,384,72 |

Pendleton County Fiscal Court Voucher Claims Register Jail Fund From: 04/08/2008 To: 04/08/2008

| Batch | | ount No. | Account Name | invoice | P.O. No | Claim Description | | |
|---|--------|----------|---|-------------------------------|---------|---------------------------------|-----------------------|---|
| | | 10-5057 | Vendor BOONEJAIL | BOONE COUNTY JAIL | | Classif Description | | Amoun |
| 0-9308 | 03-510 | 01-314- | CONTRACT WITH OTHER COUNTY | ES | 031411 | MARCH INMATE HOUSING 329 DAYS | Voucher Date | 04/08/2008 |
| | | | Printed On Check 004650 | | 031411 | MARCH IMMATE HOUSING 329 DAYS | | 11,515 0 |
| Vouche | ND. | 10-5058 | Vendor SHERIFF | PENDLETON COUNTY SHERIFF | | | Voucher Totals | 11,515.0 |
| 10-0308 | 03-510 | 01-399 | MISCELLANEOUS CONTRACTUAL | SERVICES | (125412 | 1004 041 10.00 | Voucher Date | 04/08/2008 |
| | | | Printed On Check 094651 | | 031412 | APRIL SALARIES - 2 TRANSPORT OF | | 5,114.7 |
| Vauche | r No. | 10-6059 | Vendor CONRAD | CONRAD HARDWARE AND FURNI | 71 1715 | | Voucher Totals | 5,114.7 |
| 0-0308 | 03-510 | D1-441 - | MACHINERY AND EQUIPMENT | SOUND THICKNAME A 4D FORM | | | Voucher Date | 04/08/2008 |
| | | | Printed On Check 084652 | | 031401 | JAILERS EQUIPMENT | | 179.9 |
| Vouche | r No. | 10-5060 | Vendor GALLSING | GALLS INCORPORATED | | | Voucher Totals | 179.9 |
| 10-0308 | 03-510 | 21-441- | MACHINERY AND EQUIPMENT | GALLS INCORPORATED | | | Voucher Date | 04/08/2008 |
| | | | Printed On Check 004653 | | 031407 | HANDCUFF CASE & DRESS BELT | | 75.0 |
| Vouche | r No. | 10-5061 | Vendor KEN KELLS | 145 | | | Voucher Totals | 75.0 |
| 10-0308 | | | OFFICE SUPPLIES | KEN KELLS | | | Voucher Date | 04/98/2008 |
| | | | Printed On Check 004654 | | 031410 | REIMBURSEMENT FOR MEALS | | 21.3 |
| Vouche | r No | 10-5062 | | | | | Voucher Totals | 21.3 |
| 0-0305 | | | Vendor FLEETONE | FLEETONE LLC | | | Voucher Date | 04/08/2008 |
| 10-0000 | (3-51) | / t-430- | PETROLEUM PRODUCTS GAS, O | IL, ETC. | 031408 | MARCH PETROLEUM PRODUCTS | 17,000 17 17 10 | *************************************** |
| Carre | - 81- | 40 5000 | Printed On Check 004855 | | | | Voucher Totals | 968 / 988.7 |
| | | 10-5063 | Vendor BURLPHARMA | BURLINGTON PHARMACY | | | Youther Date | |
| 19-0398 | 03-511 | 11-549- | ROUTINE MEDICAL | | 031413 | MEDICATION FOR INMATE A. YAZELL | Youther Date | U4/U8/2008 |
| | | | Printed On Check 004656 | | | | Voucher Totals | 95 3 |
| | | 10-5064 | Vendor MIDWESTAUT | GLENN STEINKAMP - MIDWEST AL | TOMOTIV | <u> </u> | | 35.3 |
| 0-0308 | 03-510 | 11-592- | MAINTENANCE & REPAIR - VEHICE | ES 5499 | | | Voucher Date | 04/08/2008 |
| | | | Printed On Check 904857 | 2.1.0 | 031400 | LABOR TO REFIT & REPLACE REAR S | | 88 0 |
| Vouche | r No. | 10-50-65 | Vendor J<IRE | GARY HARDY / JAL TIRE SERVICE | | | Voucher Intels | 88.0 |
| 0-0308 | 03-510 | 1-592 | MAINTENANCE & REPAIR - VEHICL | FS | 004400 | | Voucher Date | 04/08/2008 |
| *************************************** | | | Printed On Check 004958 | | 031400 | VEHICLE MAINTENANCE J1, J2 & J4 | | 145 6 |
| Vouche | r Na. | 10-5066 | Veridor LARK OHARA | LARK DIVADA | | | Voucher Totals | 145.8 |
| 0-0308 | 03-510 | 1-592 | MAINTENANCE & REPAIR - VEHICL | | | | Voucher Date | 04/08/2008 |
| | | | Printed On Check 004659 | EO | 031404 | INSTALL & WIRE BLUE LIGHTS | | 125 0 |
| Vouche | r No. | 10-506? | | | | | Voucher Totals | 125.0 |
| C-0308 | | | Verstor KAUFFMAN MAINTENANCE & REPAIR - VEHICL | KAUFFMAN TIRE/CINCINNATI | | | Voucher Date | 04/08/2008 |
| | | , 002 | Printed On Check 004660 | ES | 031409 | TIRES FOR JAILERS VEHICLE | | 349.5 |
| | | | Friesd On Check 004660 | | | | Voucher Totals | 349.52 |
| | | | | | | 11 Voueb | ers Printed Totalling | 18,618.40 |

Page No 1

Pendleton County Fiscal Court Voucher Claims Register L G.E.A. Fund From. 04/08/2008 To: 04/08/2008

| Batch Account No. | Account Name | Invoice | 00 11- | ALL B | | |
|----------------------|-----------------------------|------------------------------|----------|---|--------|------------|
| Voucher No. 10-5068 | Vendor FALMOUTH | CITY OF FALMOUTH | P.U. No. | Cisim Description | | Amount |
| 0-0408 04-5120-507- | FIRE DEPARTMENT CONTRIBUTIO | NE STATES | | Youche | r Date | 04/08/2008 |
| | Printed On Check 003011 | , | U43784 | MARCH FIRE RUNS | | 2,265 Oc |
| Voucher No. 10-5069 | Vendor JONGOSNEY | JON GOSNEY - ELECTRICAL SERV | | Voucher Totels | | 2,265.00 |
| -0408 04-5135-571- | RENEWALS AND REPAIRS | 4211 | | Vouche | Date 1 | U4/08/2008 |
| | Printed On Check (¥)3012 | 4211 | 041//8 | REPAIR OF OUTSIDE SECURITY LIGHTS FOC BLDG | | 242.34 |
| Voucher No. 10-5070 | Verskir UREATIVE | MICHELE HAMILTON-CREATIVE CO | ~ | Vouchur Totals | | 242.34 |
| -0406 04-5135-590- | COMPUTER MAINTENANCE | MICHIGAN TON-CHERTIVE CO | | | Date | 04:08/2008 |
| | Printed On Check 003013 | | 041783 | CONSULTING AND MAINTENANCE ON COMPUTER | | 558 30 |
| Voucher No. 10-5071 | Vendor YELLOW FRT | YELLOW FREIGHT | | Voucher Totals | | 558.30 |
| 10-0408 04-5136-441- | HOMELAND SECURITY MACHINER | | 041777 | Vouche | Date | 04/08/2008 |
| | Printed On Check 003014 | , a coor | | FREIGHT TO SHIP COMPUTER EQUIPMENT TO INTER | ACT | 250 Bi |
| Voucher No. 10-5072 | Vendur ACE | FALMOUTH ACE HARDWARE | | Voucher Totals | | 250.86 |
| -D408 04-5135-411 | CUSTODIAL SUPPLIES | TALEBOTH ACE HARDYVARE | | Vouche | Date | 04/08/2008 |
| | Printed On Check 093015 | | 941769 | MARCH CUSTODIAL SUPPLIES | | 136.32 |
| Voucher No. 10-5087 | Vendor MIKEMOORE | MIKE MOORE | | Voucher Totals | | 136.32 |
| -0408 04-5135-499 | OTHER SUPPLIES | MIKE MOORE | | Vouche | Dote | 04/08/2008 |
| | Printed On Check (003016 | | 041785 | REIMBURSE SUPPLIES | | 52.00 |
| Voucher No. 10-5058 | Vendor HAMPTON | HAMPTON DRYWALL | | Voucher fotels | | 52.00 |
| -D408 04-5135-571- | RENEWALS AND REPAIRS | THE PON DET WALL | | Voucher | Date | 04/08/2008 |
| | Printed On Check 803017 | | 041786 | PAINTED DISPATCH ROOM AT EOC | | 120.00 |
| | Thirte Sar Check Bossia | | | Voucher Totals | | 120.00 |
| | | | | 7 Vouchers Printed Totalline | 1 | 3.624.82 |

Pendleton County Fiscal Court

Voucher Claims Register

Ambulance Fund From: 04/08/2008 To: 04/08/2008

| Batch Account No. | Account Name | Invoice | P.O. No. | Claim Description | |
|-----------------------------------|--|--------------------------------|----------|---|------------|
| Voucher No. 10-5073 | Vendor ACE | FALMOUTH ACE HARDWARE | 2.141774 | | Amount |
| 0-0909 09-5140-411- | CUSTODIAL SUPPLIES | | 092193 | CUSTODIAL SUPPLIES Voucher Date | |
| | Printed On Check 303413 | | | | 19 31 |
| Vaucher No. 10-5074 | Verdor WYATTS | WYATT'S SUPERVALU | | Voucher Totals | 19.31 |
| 0-0908 09-5140-411- | CUSTODIAL SUPPLIES | | 002104 | CUSTODIAL SUPPLIES Voucher Date | 04/68/2008 |
| | Printed On Check 003414 | | 002 194 | | 80.40 |
| Voucher No. 10-5975 | Versice MOBILCOM | MOBILCOMM INC | | Voucher Totats | 80.43 |
| 0-0908 09-5140-441- | MACHINERY & EQUIPMENT | 699299 | 000014 | Youcher Date | 04/08/2008 |
| | Printed On Check (XXI415) | Variab | 092213 | APRIL MAINTENANCE CONTRACT AMBULANCE | 218.50 |
| Voucher No. 10-5078 | Vender MOBILCOM | MOBILCOMM INC | | Voucher Totals | 218.50 |
| 0.0908 09-5140-441- | MACHINERY & EQUIPMENT | | | Voucher Date | 04/08/2008 |
| | Printed On Chack DOM418 | 890059 | 092189 | MAINTENANCE | 259 A |
| Voucher No. 10-5077 | Vendor CLASSICPRI | C) Applic from the A contact | | Voucher Totals | 258.80 |
| 0-0908 09-5140-445 | OFFICE SUPPLIES | CLASSIC PRINTING & GRAPHICS, I | | Voucher Date | 04/08/200B |
| | Printed On Check 993417 | 379 5 9 | 092214 | OFFICE SUPPLIES | 224 59 |
| Voucher No. 10-5078 | Vendo: FLEETONE | FLEETONE LLC | | Voucher Intels | 224.50 |
| 0-0908 09-5140-455- | GAS OIL FIC | FLEE ONE LLC | | Voucher Date | 04/08/2008 |
| | Printed On Check 003418 | | 092212 | MARCH PETROLEUM PRODUCTS | 1 635 36 |
| Voucher No. 10-5079 | Vendor BOUNDTREE | | | Voucher Totals | 1,835.36 |
| 0-0908 09-5140-550- | MEDICAL SUPPLIES | BOUND TREE MEDICAL, LLC | | Vrsiche Date | 04/08/2008 |
| 7 3 3 1 4 3 - 3 3 3 4 3 - 3 3 3 4 | Printed On Check 0:0419 | 80081388 | 092206 | MEDICAL SUPPLIES | 183 20 |
| Voucher No. 10-5080 | | | | Voucher !olals | 163.20 |
| 0.0908 09-5140-550- | Vender SCOTT-GRO | SCOTT-GROSS COMPANY, INC. | | Voucher Date | 04/08/2008 |
| 5 MILES 175-2714-0-300 | MEDICAL SUPPLIES Printed On Check 903420 | | 092209 | FEBRUARY CYLINDER RENTAL AND MARCH OXYGEN | 385 11 |
| Voucher No. 10-5081 | | | | Voucher Totels | 385.11 |
| 0 0908 09-5140-550- | Visiter PHARMCARE | PHARMCARE PHARMACY | | Voucher Date | 04/08/2008 |
| o once tree (40-500- | MEDICAL SUPPLIES | | 092210 | MEDICAL SUPPLIES FOR AMBULANCE | 252 9 |
| Voucher No. 10-5082 | Printed On Check 003421 | | | Voucher Totals | 252.9 |
| 0.0908 09-5140-592- | Vendor NORTON | TIM NORTON AUTO SERVICE L.L.C | | Voucher Date | 04/08/2008 |
| 2-0atto 1865140-592- | MAINTENANCE & REPAIRS - VEHIC | LES 13400 | 092207 | MAINTENANCE ON 2007 CHEVROLET C4500 | 63 O |
| | Printed On Check 903422 | | | Voucher Totals | 63.00 |
| | | | | 10 Vouchers Printed Totalling | |
| | | | | TO VOUCHER PRINTED TOTATING | 3.301,24 |

Page No 1

Pendleton County Fiscal Court Voucher Claims Register 211 Fund Fund From 04/08/2008 To: 04/08/2008

Voucher No. 10-5084 10-7505 75-5145-399

Pendleton County Fiscal Court

Voucher Cleims Register

Mindle County Find Fund
From 04/04/2006 TO 04/04/2008

INSERT O4/04/2006 TO 04/04/2008

INSERT O4/04/2008 COUNSELING SESSIONS FER AN OUTSIDE DESCRIPTION OF COUNSELING SESSIONS FER AN OUTSIDE DESCRIPTION OF COUNSELING SESSIONS FER AN OUTSIDE DESCRIPTION OF COUNSELING SESSIONS FER AN OUTSIDE DESCRIPTION OUTSIDE Assourd Name

Verdor LICKING VA LICKING VALLEY COUNSELING CENTED

OFFICERAL REALTH - MILEMAN
Printed Dr. Cheek 200062

OFFICERAL REALTH - MILEMAN
Printed Dr. Cheek 200062

OFFICERAL REALTH - MILEMAN
Printed Dr. Cheek 200062

OFFICERAL REALTH - MILEMAN
PORT OFFI COUNTY - MILEMAN
PORT OFFI March Account No. Vouctier No. 10-5088 Voucher No. 10 6066 10 6606 86 5233-343-

In Re: Closing Remarks

Judge Bertram updated the court on the Wells project. This will be revisited at a later date. Judge Bertram also updated

the court on concerns with one of the County Constables.

Squire Fogle reported that he had another call concerning Junk on Straight Shoot Road. This was for informational purposes only no action taken.

Squire Veirs reported on the sewer project in Butler and the possibility that Mader Road will have to be cut to repair a problem.

Squire Wells requested the court to look into a policy regarding use of county owned vehicles.

In Re: Adjournment

| A motion was made by Squire Veirs, seconded by Squire Whale | v carried that this meeting be adjourned to meet again in |
|--|---|
| regular session on April 22 nd , 2008 at 7:00 P.M., Subject to any call meeting | (S. |

PENDLETON COUNTY JUDGE/EXECUTIVE

PENDLETON COUNTY CLERK